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10 **UNITED STATES DISTRICT COURT**
11 **DISTRICT OF NEVADA**

12 HEATHER WHITLOCK, an individual,

13
14 Plaintiff,

15 v.

16 PANASONIC ENERGY CORPORATION
OF NORTH AMERICA, a Delaware
17 Corporation; PANASONIC CORPORATION
OF NORTH AMERICA, a New Jersey
18 Corporation,

19 Defendants.

Case No.: 2:25-cv-00734-GMN-EJY

**STIPULATION TO AMEND
COMPLAINT AND FOR EXTENSION OF
TIME FOR DEFENDANT TO RESPOND**

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22 Plaintiff HEATHER WHITLOCK and Defendants PANASONIC CORPORATION OF
23 NORTH AMERICA and PANASONIC ENERGY CORPORATION OF NORTH AMERICA, by
24 and through their respective counsel of record, hereby stipulate as follows:

25 1. On representation by counsel for Defendant Panasonic Corporation of North
26 America ("PNA") that Plaintiff was employed by PNA's division company, Panasonic Energy of
27 North America ("PENA"), the parties agree that Plaintiff will amend the complaint to remove
28 Defendant "Panasonic Energy Corporation of North America"; and relabel to "Panasonic

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RESPOND

1 Corporation of North America” to include “dba Panasonic Energy of North America.”

2 2. The Parties agree and acknowledge that the renaming or removing of the entities
3 “Panasonic Corporation of North America” and “Panasonic Energy Corporation of North America”,
4 respectively, shall not be used, now or in the future, as a basis to challenge the employment
5 relationship between Plaintiff and Defendant PNA dba PENA for any claims in this case or to avoid
6 liability for any judgment, if any.

7 3. The parties further stipulate and agree that Defendant Panasonic Corporation of
8 North America shall have twenty-one (21) days to respond to the Complaint.

9 4. Nothing in this stipulation shall be construed as a waiver of any defenses except those
10 specifically related to the proper naming of the defendant entity.

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5. This stipulation is made in good faith and not for purposes of delay.

IT IS SO STIPULATED

DATED June 17, 2025

GREENBERG GROSS LLP

PARSONS BEHLE & LATIMER

/s/ Michael A. Burnette

By: /s/ Sarah Ferguson

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Attorneys for Defendants

Panasonic Corporation of North America &

Panasonic Energy Corporation of North America

Attorneys for Plaintiff

Heather Whitlock

ORDER

IT IS SO ORDERED:


UNITED STATES MAGISTRATE JUDGE

DATED: June 17, 2025